

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT

For and in consideration of the mutual terms, conditions and covenants herein contained, the following Agreement is entered into by and between THE TOWN OF ADDISON, TEXAS (hereinafter referred to as “City”) and U.H. (WOODY) SPECHT (hereinafter referred to as “Specht”) (hereinafter collectively the City and Specht are referred to as the “Parties”).

I.

The City does hereby appoint, Specht as Alternate Judge of Addison Municipal Court of Record No. 1 for a term of two (2) years. Said term shall commence on January 1, 2015 and will expire December 31, 2016.

II.

As Alternate City Judge, Specht shall perform such functions as arraignment of prisoners and any other functions requested of him to assist the Municipal Judge. Specht is employed on an on-call basis and is expected to be reasonably available to perform his role as Alternate Judge as requested by the City. Specht is required to provide his own robe. Specht is further required to spend a reasonable amount of time participating in judicial continuing legal education programs so as to enhance his abilities to perform as Alternate City Judge and to enhance the stature of such office.

III.

In consideration for such services, Specht shall receive:

1. compensation of One Hundred and No/100 Dollars (\$100.00) per hour, with a minimum of one hour’s compensation to be paid to Specht per sitting in his judicial capacity; and
2. the City’s obligations are funded from current funds.

IV.

The City makes no warranties or representations as to the amount of work Specht will receive under this Agreement.

V.

Specht may be removed from office by the City at any time for incompetency, misconduct, malfeasance, or disability, or other reason(s) as may be authorized by or not inconsistent with law. Specht shall be required to provide thirty (30) days’ notice of resignation.

VI.

The terms, obligations, and requirements of this Agreement shall be construed in accordance with the laws of the State of Texas, without regard to conflict of laws provisions of any jurisdiction. The obligations and requirements of the Parties hereto are performable in Dallas County, and exclusive venue for any dispute relating to this Agreement shall be in Dallas County.

VII.

The Parties further agree that Specht may only serve beyond the term of this Agreement as provided by the laws and Constitution of this State.

VIII.

This Agreement is executed on behalf of the City by the City Manager or her designee who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

IX.

This instrument shall be the entire agreement and understanding between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed orally.

WITNESS the signatures of all parties hereto in single or multiple originals on this the ____ day of _____, 2014, in Addison, Dallas County, Texas.

TOWN OF ADDISON, TEXAS

U.H. (Woody) Specht

By:_____
Lea Dunn, City Manager